

RIGHT OF WAY AGREEMENT

(Rev 01-10-2013)

Right-of-Way: Branch Mill Road Bridge Replacement Project
WBS #300385, Parcel No. 13-05

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between John Hayashi, as Trustee of the Robert Hayashi Family Trust under Declaration of Trust dated October 1, 2013 or any successor Trustee of said Trust, hereinafter referred to as GRANTORS and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

WITNESSETH:

WHEREAS, COUNTY needs to obtain certain property interests from GRANTORS for the Branch Mill Road Bridge Replacement Project ("Project"); and

WHEREAS, an easement deed in the form of Public Road And Slope Easement Deed No. 13-05 ("Easement Deed") covering the property particularly described therein (the "Subject Property"), has been executed and delivered to Phil Acosta, Right of Way Agent for COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTORS and COUNTY as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement, except as set forth herein.

2. The COUNTY shall:

a. Pay the undersigned GRANTORS the sum of \$6,800.00 for the property interests as conveyed herein and by Easement Deed No. 13-05 when title to said property vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1. Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time Agreement is entered.

2. Easements or rights of way over said land for public, public utility or quasi-public utility purposes, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in Paragraph 2 (a)

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except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the real property covered by the above referenced Easement Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous on, beneath or within these areas, GRANTOR shall immediately so advise COUNTY.

4. GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the Subject Property to fully convey to the COUNTY all of the property rights and interests described in the Deed, and (2) that GRANTOR's title in the Subject Property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to close of escrow.

5. A Temporary Construction Easement ("TCE") is hereby granted by GRANTOR to the COUNTY or its authorized agent to enter upon that portion of GRANTORS' land within that certain area described and depicted in Exhibit "A-2" attached hereto and made a part hereof (the "TCE Area"), for the purpose of construction and construction support activities related to said Project including, but not limited to the storage and stockpiling of materials, soil and equipment. This Temporary Construction Easement shall commence thirty (30) days following the issuance of a written notice of construction commencement issued by County to Grantor via U.S. Mail, and shall terminate upon completion of construction of the County Facilities which the County estimates will be completed within twelve (12) months of commencement. The amount shown in Paragraph 2.a. herein includes, but is not limited to, full payment for said TCE, including severance damages, if any, from said date. Upon completion of construction of County's Facilities, the Temporary Construction Easement area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

6. At no expense to the GRANTOR, and at the time of roadway construction, the County or its authorized agent will construct a hot-mix asphalt and soil drive approach way left of Engineer's Station 10+36 "B" as shown on the DRIVEWAY RECONSTRUCTION EXHIBIT (Parcel 13-04) attached hereto and made a part hereof.

7. GRANTOR hereby grants permission to the COUNTY, or its authorized agent, to enter upon GRANTOR'S land, where necessary, for purposes of reconstructing and conforming GRANTOR'S driveway as described in the previous section (Section 5).

8. It is understood and agreed that upon completion of the work indicated in Sections 5 and 6 of this Agreement, the portion(s) of said hot-mix asphalt drive approach way lying within the COUNTY right of way shall be considered an encroachment under permit upon the County road, and shall be maintained, repaired, and operated as such by GRANTOR, in accordance

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road, and shall be maintained, repaired, and operated as such by GRANTOR, in accordance with, and subject to pertinent County and State law, and San Luis Obispo County Department of Public Works Standard Encroachment Permit Provisions. GRANTOR further understands and agrees that upon completion of the work indicated in Sections 5 and 6 of this Agreement, the portion(s) of said drive approach way located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

8. All work done on GRANTOR'S property under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, relocated, reconstructed, or protected in place by the COUNTY in connection with the Project, shall be left in as good condition as found at the commencement of the Project.

9. The COUNTY shall defend and indemnify GRANTORS from any and all claims damages, costs, judgments, or liability arising from any culpable negligence of the COUNTY or its officers, employees or agents during the COUNTY'S construction activities conducted upon GRANTOR'S real property.

10. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions of this agreement, COUNTY shall have the right to possess and use the property covered by said Easement Deed 13-05 commencing on January 01, 2015 or upon the close of escrow, whichever shall occur first and that the amount shown in Paragraph 2.a. herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

11. The undersigned GRANTOR hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to attorneys fees' or other legal costs in connection with such dismissal. In addition, GRANTOR waives any and all claim to any money that may now be on deposit in said action, and will sign a stipulation for release of deposit in a form approved by COUNTY.

IN WITNESS WHEREOF, GRANTORS and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

GRANTOR: John Hayashi, as Trustee of the Robert Hayashi Family Trust under Declaration of Trust dated October 1, 2013 or any successor Trustee of said Trust

By: _____


John Hayashi, Trustee

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(Rev 01-10-2013)

COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo

Dated: _____, 20____

ATTEST:
Julie L. Rodewald County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

Deputy Clerk


APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

RECOMMENDED FOR APPROVAL:

Department of Public Works:
PAAVO OGREN
Public Works Director

By: 
Deputy County Counsel

By: 
PHIL ACOSTA
Right of Way Agent

V: PWA\Small Projects\Branch Mill Rd\Robert Hayashi Fam Tr RW Agmt

EXHIBIT A-2

A portion of Lot M of the J. F. Branch Homestead Tract in the County of San Luis Obispo, State of California as shown on map recorded in Book B of Maps, at Page 106 in the office of the County Recorder of Said County, and as described in deed recorded September 16, 1977 as Document No. 45870 in Volume No. 2010, at Page 730 of Official Records in the office of said County recorder. Said portion of Lot M also being shown on the "Plans for Construction; Tar Spring Creek Bridge on Branch Mill Road, Bridge No. 49C-0459, Federal Aid Bridge Replacement Project #BRLO-5949 (116), County Contract No. 300385" on file in the Department of Public Works of said County, being more particularly described as follows:

Beginning at a one inch iron pipe with plastic plug stamped "L.S. 7618", said pipe being a point on the deed line, 9.00 feet southeast of the true corner of that parcel of land described in that deed recorded as Document No. 2002107285 in the office of said County Recorder, and as shown on map recorded in Book 90 of Surveys, at Page 36 in the office of said County Recorder;

Thence, South 20°15'38" West 526.69 feet to a 2-inch iron pipe with brass tag Stamped "JDM RE 4338" at the west corner of a parcel of land described in that deed recorded in Book 375 of Official Records, at Page 357 in the office of Said County Recorder, and as shown on said Survey Map;

Thence, South 54°13'28" East 2492.50 feet to the **TRUE POINT OF BEGINNING**, being a point 26.77 feet right of Engineer's Station 11+52.82 of said Plans, said point also being a point on the South right-of-way of said Branch Mill Road, as said right-of-way existed and was declared a public highway per the San Luis Obispo County Board of Supervisor's action as declared in Board meeting minutes of said Board dated November 9, 1876, and recorded in Book C of said Board minutes, at Page 489;

Thence, leaving said right-of-way South 44°25'16" East 33.72 feet to a point 60.00 feet right of Engineer's Station 11+47.47, of said Plans; said point also being the beginning of a non-tangent curve, concave to the northwest, and having a radius of 660.00 feet, and to which point a radial bears South 53°56'51" East;

Thence, southwest along said curve 109.74 feet through a central angle of 09°31'35" to the end of said curve being a point 60.00 feet right of Engineer's Station 10+47.71 of said Plans, and to which point a radial bears South 44°25'16" East;

Thence, South 45°34'44" West 62.82 feet to a point 60.00 feet right of Engineer's Station 9+84.90 of said Plans;

Thence, South 31°42'43" East 13.32 feet to a point 72.99 feet right of Engineer's Station 9+81.97, of said Plans;

Thence, South 45°33'55" West 57.39 feet to a point 73.01 feet right of Engineer's Station 9+24.58, of said Plans;

Thence, North 65°42'07" West 13.93 feet to a point 60.02 feet right of Engineer's Station 9+19.52, of said Plans;

Thence, North 45°33'31" East 65.37 feet to said point 60.00 feet right of Engineer's Station 9+84.90, of said Plans;

Thence, North 07°32'57" East 40.58 feet to a point 35.01 feet right of Engineer's Station 10+16.86, of said Plans;

APN 047-151-010
Pcl #2013-05-02
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EXHIBIT A-2

Thence, North 45°34'44" East 30.85 feet to a point 35.00 feet right of Engineer's Station 10+47.71, of said Plans; said point being the beginning of a tangent curve concave to the northwest and having a radius of 635.00 feet;

Thence, northeast along said curve 41.91 feet through a central angle of 03°46'55" to a point 35.00 feet right of Engineer's Station 10+87.32, of said Plans, said point also being the end of said curve, and to which point a radial bears South 48°12'11" East;

Thence, North 45°37'44" West 9.60 feet to a point 25.41 feet right of Engineer's Station 10+87.73, of said Plans; said point also being the beginning of a non-tangent curve concave to the northwest, and having a radius of 425.00 feet, and to which point a radial bears South 45°37'44" East, said point also being a point on the said south right-of-way of said Branch Mill Road;

Thence, northeast along said curve and said right-of-way 67.97 feet through a central angle of 09°09'47" to the **TRUE POINT OF BEGINNING**, and to which point a radial bears South 54°47'31" East.

End of description.

The description above is shown graphically on the attached Exhibits B, B1, and B2.



EXHIBIT "A-2"

Pci #2013-05-02 APN 047-151-010

APN 047-161-005
BROTHERS INVESTMENT CO.
PORTION LOTS L & K
B-MB-106

APN 047-161-012
VALLEY INVESTMENT CO.
PORTION LOTS J & L
B-MB-106

LEGEND

- ⊙ DENOTES CENTERLINE WELL MONUMENT
- ②⑥ DENOTES TCE ANGLE POINT #
- R1 DENOTES CONSTRUCTION PLANS FOR THE TAR SPRING CREEK BRIDGE NO. 49C-0459; ON FILE IN THE SAN LUIS OBISPO COUNTY PUBLIC WORKS DEPT.
- RAD DENOTES RADIAL
- POB DENOTES POINT OF BEGINNING
- TPOB DENOTES TRUE POINT OF BEGINNING
- TCE DENOTES TEMPORARY CONSTRUCTION EASEMENT
- ROW DENOTES RIGHT OF WAY
- B-LINE DENOTES NEW CENTERLINE PER R1
- COA DENOTES STATE WATER LINE EASEMENT NO.

R=600.00'
Δ=16°33'45"
L=173.44' B LINE

BRANCH MILL RD

ENGINEERS STA 13+56.00

APN 047-151-010
ROBERT HAYASHI
PORTION LOT M
B-MB-106

SEE EXHIBIT B1 FOR
HATCH LEGEND

APN 047-151-010
ROBERT HAYASHI
PORTION LOT M B-MB-106

LINE	BEARING	DIST
L13	S44°25'16"E	33.72
L14	S45°34'44"W	62.82
L15	S31°42'43"E	13.32
L16	S45°33'55"W	57.39
L17	N65°42'07"W	13.93
L18	N45°33'31"E	65.37
L19	N07°32'57"E	40.58
L20	N45°34'44"E	30.85
L21	N45°37'44"W	9.60

CURVE	RADIUS	DELTA	LENGTH
C4	660.00'	Δ=9°31'35"	109.74'
C5	635.00'	Δ=3°46'55"	41.91'
C6	425.00'	Δ=9°09'47"	67.97'

POINT	STATION	OFFSET
26	11+52.82	26.77' RT
27	11+47.47	60.00' RT
28	10+47.71	60.00' RT
29	9+84.90	60.00' RT
30	9+81.97	72.99' RT
31	9+24.58	73.01' RT
32	9+19.52	60.02' RT
33	10+16.86	35.01' RT
34	10+47.71	35.00' RT
35	10+87.32	35.00' RT
36	10+87.73	25.41' RT

0 20 40 80
SCALE: 1"=40'

McMillan
LAND SURVEYS

2306 BROAD STREET
SAN LUIS OBISPO, CA 93401
805-541-1663 FAX 541-1664
DATE: 01-31-14 JOB #342-06

EXHIBIT A-3

A portion of Lot M of the J. F. Branch Homestead Tract in the County of San Luis Obispo, State of California as shown on map recorded in Book B of Maps, at Page 106 in the office of the County Recorder of Said County, and as described in deed recorded September 16, 1977 as Document No. 45870 in Volume No. 2010, at Page 730 of Official Records in the office of said County recorder. Said portion of Lot M also being shown on the "Plans for Construction; Tar Spring Creek Bridge on Branch Mill Road, Bridge No. 49C-0459, Federal Aid Bridge Replacement Project #BRLO-5949 (116), County Contract No. 300385" on file in the Department of Public Works of said County, being more particularly described as follows:

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Thence, South 54°13'28" East 2492.50 feet to the **TRUE POINT OF BEGINNING**, being a point 25.18 feet right of Engineer's Station 12+16.84 of said Plans, said point also being a point on the South right-of-way of said Branch Mill Road, as said right-of-way existed and was declared a public highway per the San Luis Obispo County Board of Supervisor's action as declared in Board meeting minutes of said Board dated November 9, 1876, and recorded in Book C of said Board minutes, at Page 489;

Thence, leaving said south right-of-way South 74°11'32" East 30.36 feet to a point 54.72 feet right of Engineer's Station 12+23.59, of said Plans;

Thence, South 18°19'13" West 35.03 feet to a point 61.99 feet right of Engineer's Station 11+92.15, of said Plans;


Thence, North 74°11'32" West 37.29 feet to a point on the said south right-of-way, said point being 26.23 feet right of Engineer's Station 11+82.31, of said Plans, said point also being the beginning of a tangent curve, concave to the northwest, and having a radius of 425.00 feet, and to which point a radial bears South 58°56'44" East;

Thence, northeast along said curve and said right-of-way, 15.54 feet through a central angle of 02°05'40" to the end of said curve;

Thence, North 28°57'36" East 20.48 feet to the **TRUE POINT OF BEGINNING**.

End of description.

The description above is shown graphically on the attached Exhibit B, and B1.

 1-31-14
KEITH MCMILLAN L.S. 6729



APN 047-151-010
Pcl #2013-05-03
Page 1 of 2

LEGEND

R1 DENOTES CONSTRUCTION PLANS FOR THE TAR SPRING CREEK BRIDGE NO. 49C-0459; ON FILE IN THE SAN LUIS OBISPO COUNTY PUBLIC WORKS DEPT.

RAD DENOTES RADIAL

POB DENOTES POINT OF BEGINNING

TPOB DENOTES TRUE POINT OF BEGINNING

TCE DENOTES TEMPORARY CONSTRUCTION EASEMENT

ROW DENOTES RIGHT OF WAY

B-LINE DENOTES NEW CENTERLINE PER R1

COA DENOTES STATE WATER LINE EASEMENT NO.

EXHIBIT "A-3"

PC1 #2013-05-03 APN 047-151-010

COA-555

DENOTES CENTERLINE WELL MONUMENT PER R1

DENOTES TCE ANGLE POINT #

APN 047-161-012
VALLEY INVESTMENT CO.
PORTION LOTS J & L
B-MB-106

APN 047-161-005
BROTHERS INVESTMENT CO.
PORTION LOTS L & K
B-MB-106

COA-637

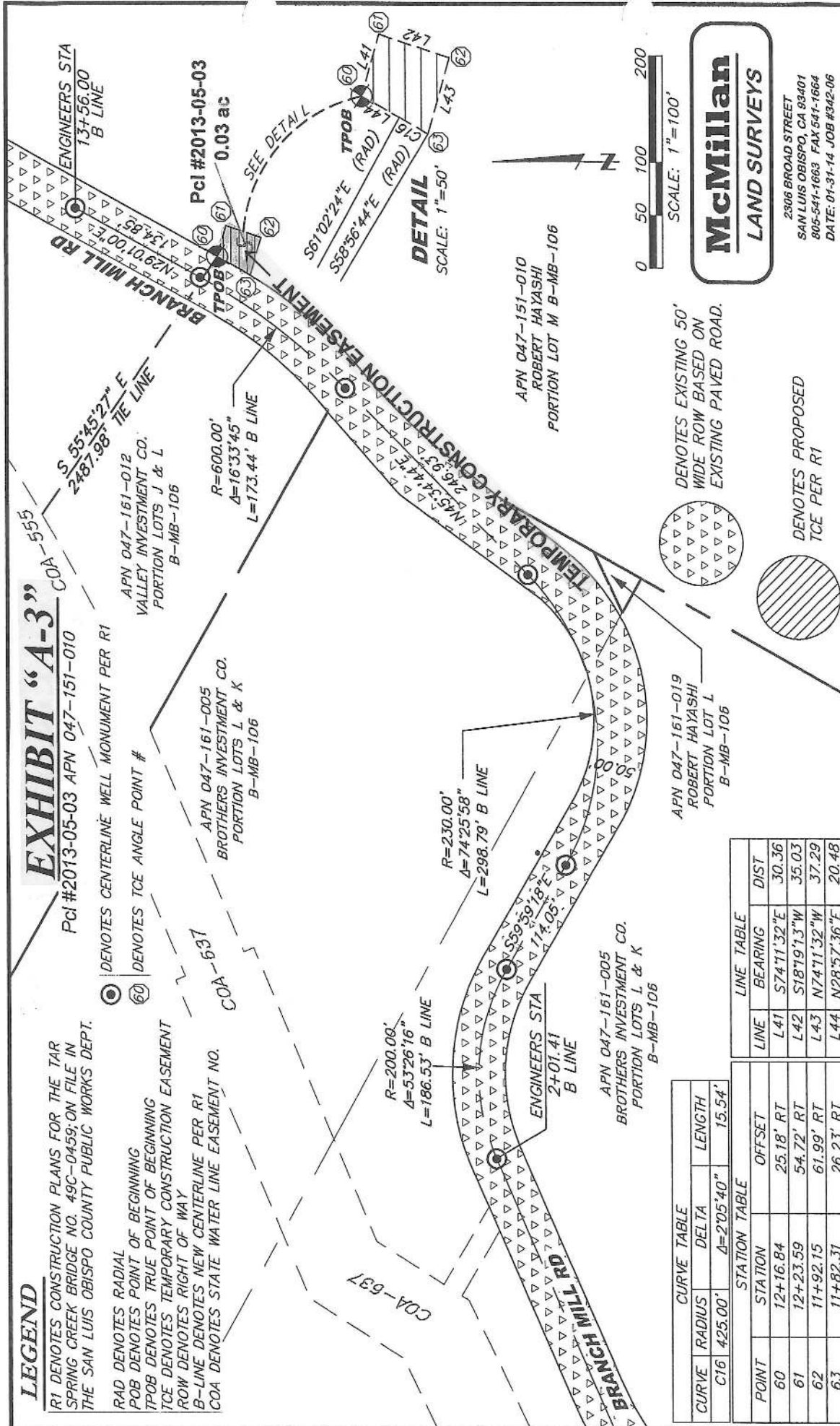
APN 047-151-010
ROBERT HAYASHI
PORTION LOT M B-MB-106

APN 047-161-019
ROBERT HAYASHI
PORTION LOT L
B-MB-106

APN 047-161-005
BROTHERS INVESTMENT CO.
PORTION LOTS L & K
B-MB-106

CURVE TABLE		STATION TABLE	
CURVE	RADIUS	STATION	OFFSET
C16	425.00'	12+16.84	25.18' RT
60		12+23.59	54.72' RT
61		11+92.15	61.99' RT
62		11+82.31	26.23' RT

CURVE TABLE		STATION TABLE	
CURVE	RADIUS	STATION	OFFSET
C16	425.00'	12+16.84	25.18' RT
60		12+23.59	54.72' RT
61		11+92.15	61.99' RT
62		11+82.31	26.23' RT



DRIVEWAY RECONSTRUCTION EXHIBIT (Parcel 13-05)



DATE	
BY	
DESIGN	
DRAWN	
SCALE: 1"=50'	

SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

1050 Monterey Street
San Luis Obispo, CA 93408
Phone: (805) 781-5252 FAX: (805) 781-1229

QUINCY
ENGINEERING

TAR SPRING CREEK BRIDGE ON BRANCH MILL ROAD

Parcel No.
13-05

